

**BWK**

IN THE UNITED STATES DISTRICT COURT FOR  
THE EASTERN DISTRICT OF PENNSYLVANIA

EVAN SOROKIN,

Plaintiff,

v.

NATIONAL VAN LINES, INC., AND  
LNJ NATIONAL MOVERS,  
Defendants.

NO. 02-4434

**FILED JUL 3 2002**

**NOTICE OF REMOVAL**

Defendants National Van Lines, Inc. ("National"), and LNJ National Movers ("LNJ") (collectively the "defendants"), hereby provide notice of removal to remove this civil action from the Philadelphia Municipal Court, 34 South 11<sup>th</sup> Street, Philadelphia, PA 19107, pursuant to 28 U.S.C. §§1331, 1337, 1441 and 1445. The grounds for removal are as follows:

1. This action was filed on May 29, 2002 in the Municipal Court in Philadelphia, Philadelphia County, Pennsylvania, as Case No. SC-02-05-29-3112. On June 11, 2002, plaintiff served defendants with the complaint asserting claims for negligence, breach of contract, breach of warranty and violations of the Pennsylvania Unfair Trade Practices and Consumer Protection Law.<sup>1</sup>

2. This notice of removal is being filed within thirty (30) days after service of the complaint and is timely filed under 28 U.S.C. § 1446(b).

3. Upon information and belief, plaintiff Evan S. Sorokin ("Sorokin") is an individual residing at 2217 Ivan Street, Apartment 102, Dallas, Texas 75201.

4. National and LNJ are corporations authorized to do business in Pennsylvania and are engaged in the business of moving household goods in Pennsylvania, while performing interstate household goods transportation services as defined by 49 U.S.C. § 13102.

<sup>1</sup> Sorokin's full complaint, with exhibits, is hereto attached as Exhibit "A".

5. This action is a civil action involving a claim for relief by Sorokin arising from an interstate Bill of Lading contract and published tariffs incorporated therein by reference, pursuant to which National and LNJ (National's disclosed household goods agent as defined by 49 U.S.C. §13907) transported a shipment of Sorokin's household goods in interstate commerce from Pennsylvania to Texas. By reason of the Interstate Commerce Commission Termination Act of 1995, Pub. L. No. 104-88, 109 Stat. 803, the regulation of interstate carriers such as National and LNJ was transferred from the Interstate Commerce Commission ("ICC") to the Surface Transportation Board ("STB") (of the U.S. Department of Transportation). Accordingly, this action is a civil action of which this Court has original jurisdiction under the provisions of Title 49 U.S.C. §§ 13501, 13702(a) & (c), 13704 and 13706, and may be removed to this Court by National and LNJ pursuant to the provisions of Title 28 U.S.C. § 1441 (a) & (b), in that the action arises out of the interstate Bill of Lading contract of carriage and the applicable published tariff rates and provisions governing the interstate transportation of Sorokin's household goods.<sup>2</sup>

6. Sorokin's complaint alleges that National and LNJ negligently and carelessly caused certain damages to Sorokin's property. Sorokin further alleges that this conduct violates the Pennsylvania Unfair Trade Practices and Consumer Protection Law. (73 P.S. § 201, et seq.) and constitutes a breach of contract and warranty.

7. The United States Supreme Court has consistently held that interstate Bills of Lading are creatures of federal law and governed thereunder.

The Bill of Lading is the basis transportation contract between the shipper and the carrier; its terms and conditions bind the shipper and all ... carriers. *Texas and Pacific R.I Co. v. Leatherwood*, 250 U.S. 478, 481 (1991). Each [term] has in effect the force of statute, of which all affected must take notice.

*Southern Pacific Transportation Co. v. Commercial Metals*, 456 U.S. 336, 342-343 (1982).

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<sup>2</sup> In order for this Court to have a complete record for the purposes of the motion of National and LNJ, defendants have attached a full copy of the applicable contract, referenced in Sorokin's complaint as Exhibit "1".

8. The principle that an interstate Bill of Lading must be construed under federal law was reiterated in *Allis-Chalmers Corp. v. Lueck*, 471 U.S. 202, 214 (1985):

While the nature of the state tort is a matter of state law, the question of whether the Wisconsin tort is sufficiently independent of federal contract interpretation to avoid preemption is, of course, a question of federal law.

*Id.* Thus, as stated by the United States Supreme Court, the contract itself (the Bill of Lading and tariff) must be read and interpreted as a predicate to any decision regarding jurisdiction:

As a shipment was interstate, the bill of lading was issued pursuant to the federal Act, the question of whether the contract thus set forth had been discharged with necessarily a Federal question. The construction of the clauses of the bill of lading, adopted by the Commission and prescribed by Congress for interstate...shipments presents a federal question...Such has been the consistent rule of this Court. When the questions presented concerns the conditions of the bills of lading and affecting the liability of the carrier such are required by the Carmack Amendment... Since the clauses of the Uniform Bill of Lading govern the rights of the parties to an interstate shipment and are prescribed by Congress and the Commission in the exercise of commerce power, they have the force of federal law and questions as to their meaning arise under the laws and Constitution of the United States.

*Illinois Steel Co. v. Baltimore and Ohio Co.*, 320 U.S. 508, 510-11(1944)

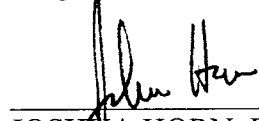
9. Because Sorokin must rely upon the Bill of Lading and tariffs, which are governed by federal statutes and whose interpretation must be determined to resolve Sorokin's alleged claims, Sorokin must necessarily rely upon federal law for a remedy within the meaning of *Garrett v. Time-D.C.*, 502 F.2d 627 (9<sup>th</sup> Cir. 1974).

10. Based on the relevant facts and applicable law, this action raises within the laws of the United States within the meaning of 28 U.S.C. §§ 1331 and 1337(a). The complaint is therefore removable pursuant to U.S.C. § 1441(a) and (b).

11. A notice of filing a notice of removal has been forwarded to the state court for filing, a copy of which is attached hereto as Exhibit "B".

**WHEREFORE**, Defendants National Van Lines and LNJ National Movers remove this action to this Court.

Respectfully submitted,



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JOSHUA HORN, ESQUIRE;  
I.D. NO. 71799  
MICHAEL P. MALLOY, ESQUIRE  
I.D. NO. 88787  
FOX, ROTHSCHILD, O'BRIEN & FRANKEL., LLP  
2000 Market Street, 10<sup>th</sup> Floor  
Philadelphia, PA 19103  
(215) 299-2000

Attorneys for Defendants  
National Van Lines and LNJ National Movers

Dated: July 3, 2002

Exhibit A

06/17/2002 11:11 FAX 2158294219

DELANY &amp; O'BRIEN

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COMMONWEALTH OF PENNSYLVANIA  
THE PHILADELPHIA MUNICIPAL COURT  
34 South 11th Street • Philadelphia, PA 19107

Alan K. Silberstein, *President Judge*  
Robert S. Blasi, *Administrative Judge*

## STATEMENT OF CLAIM

No. SC-

TYPED BY	APPROVED	COURT COSTS
		\$
National Van Lines	LNJ National	
National Plaza	Movers	
Roosevelt & Gardner	36 Mountainside	
Roads	Road	
Broadview, ILL 60153	Temple, PA 1956	
<input type="checkbox"/> CONSTABLE SERVICE		

Evan S. Sorokin, M.D.  
2217 Ivan Street  
Apartment 102  
Dallas, TX 75201

Plaintiff(s)

CODE

## SERVICE ADDRESS (INFORMATION) if other than above

DATE OF ACCIDENT		LICENSE PLATE NO.	
OPERATOR - DATE OF BIRTH	DEFENDANT - OPERATOR NO.	OWNER - DATE OF BIRTH	OWNER - OPERATOR NO.

TO THE DEFENDANT: The above named plaintiff(s) ask judgment in this Court against you for \$10,000.00 plus court costs upon the following claim:

Plaintiff, Evan S. Sorokin, M.D., who resided at 166 Callowhill Street, Phila., PA 19130, contracted with National Van Lines and LNJ National Movers to move the contents of his apartment in Philadelphia to his current address in Dallas, TX. (See Contract attached hereto as Exhibit 1.) The move occurred on or about June 11, 1998. During the move, the Defendants negligently and carelessly caused certain damages to Plaintiff's property. (See claims form attached hereto as Exhibit 2.) Therefore, Plaintiff brings this action for negligence, breach of contract, breach of warranty and violations of the Consumer Fraud Statute.

WHEREFORE, Plaintiff requests judgment in his favor in the amount of Ten Thousand Dollars (\$10,000.00).

☐ NOTICE TO DEFEND FILED

Principal Amount	\$ 10,000.00
Interest at _____ %	
from _____	
\$ _____	
Attorney's Fee:	\$ _____
Other:	\$ _____
TOTAL \$ _____	
PLUS COURT COSTS	

COUNSEL FOR PLAINTIFF/ATTY, I.D. NO., NAME & ADDRESS Michael Silberstein, 325 Chestnut St, PHILA PA 19106	ZIP CODE 19106	PHONE 215 951-6640
COMMONWEALTH OF PENNSYLVANIA COUNTY OF PHILADELPHIA	<b>SUMMONS</b> to the defendant: You are hereby ordered to appear at a hearing scheduled as follows: <b>CITACION</b> - Al Demandado: Por la presente, usted es dirigido a presentarse a la siguiente vista en:	
I, <u>Michael Silberstein</u> depose and say that the facts set forth in this complaint are true and correct and acknowledge that I am subject to the penalties of 18 P.S. 4904 relating to Unsworn Falsification to Authorities.	LOCATION (Site) Courtroom 4 Fourth Floor, 34 South 11th Street	DATE (Fecha) TIME (Hora)
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the Court this _____ day of _____, 19____	Court Administrator, Philadelphia Municipal Court	

## IMPORTANT NOTICE TO THE DEFENDANT

You have been sued in court. If you wish to defend against the claims set forth, you must appear at the date, time and place as shown. You are warned that if you fail to appear, the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

THE MUNICIPAL COURT COMPLIES WITH THE AMERICANS WITH DISABILITIES ACT, WHICH REQUIRES THAT ALL COURT SERVICES AND FACILITIES BE ACCESSIBLE TO PERSONS WITH DISABILITIES ON AN EQUAL BASIS TO THOSE WITHOUT DISABILITIES. IF YOU HAVE A DISABILITY, AND REQUIRE REASONABLE ACCOMMODATIONS TO FILE A CLAIM, PARTICIPATE IN A MUNICIPAL COURT PROCEEDING, OR USE ANY SERVICE PROVIDED BY THE COURT, PLEASE CALL 686-7986. REQUESTS FOR REASONABLE ACCOMMODATIONS MUST BE MADE AT LEAST THREE BUSINESS DAYS BEFORE ANY HEARING, OR WITHIN THREE BUSINESS DAYS AFTER SERVICE (DELIVERY) OF THE NOTICE OF HEARING, WHICHEVER IS LATER.

## NOTA IMPORTANTE PARA EL ACUSADO

Usted ha sido demandado en corte. Si usted desea defenderse contra las quejas que aparecen en contra suya debe usted aparecer el día, la hora y el lugar que se senalo. Usted está advertido que si no comparece, el caso puede continuar sin su presencia y una querrela puede ser puesta en contra suya por la corte sin ninguna notificación, por dinero reclamado, o por alguna otra queja requerida por el demandante. Usted puede perder dinero, propiedad u otros derechos importantes para usted.

LA CORTE MUNICIPAL CUMPLE CON EL DECRETO DE AMERICANOS INCAPACITADOS (AMERICANS WITH DISABILITIES ACT), ESTE DECRETO REQUIERE QUE TODOS LOS SERVICIOS Y FACILIDADES DE LA CORTE SEAN ACCESIBLES A PERSONAS INCAPACITADAS, AL IGUAL QUE PERSONAS NO INCAPACITADAS. SE USTED ESTE INCAPACITADO Y NECESITA ACOMODACIONES RAZONABLES, PARA PODER RADICAR UNA DEMANDA, PARTICIPAR EN ALGUN PROCEDIMIENTO O UTILIZAR SERVICIOS EN LA CORTE MUNICIPAL POR FAVOR LLAME AL TELEFONO 686-7986. PARA SOLICITAR ACOMODACIONES RAZONABLES DEBE LLAMAR POR LO MENOS TRES DIAS DE TRABAJO ANTES DE SU AUDIENCIA O DENTRO DE TRES DIAS DESPUES DE RECIBIR SU CITA, SEGUN LO QUE OCURRA PRIMERO.



06/17/2002 11:12 FAX 2158294219

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EXHIBIT 1



06/17/2002 11:16 FAX 2158294219

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**NATIONAL**  
**VAN LINES, INC.**

U.S.C. MC 42866

**HOUSEHOLD GOODS BILL OF LADING AND FREIGHT BILL**  
**EXECUTIVE:** ICES: Broadview, Illinois 60153 - Telephone: 708-2900  
 NVL Customer Service Call 800-333-6851

NOTICE: Carrier's tariffs, by this reference, are made a part of this bill of lading and may be inspected at carrier's facility, or, on request, carrier will furnish a copy of any tariff provision concerning carrier's rates, rules or charges governing the shipment. Incorporated tariff provisions include but are not limited to those: (1) Establishing limitation of carrier's liability, the principal terms of which are provided in the valuation declaration section of this bill of lading; (2) Setting the time periods for filing claims, the principal terms of which are provided in the valuation declaration section of this bill of lading; and, (3) Reserving the carrier's right to receive additional charges for additional services performed and, on non-binding estimates, to base charges upon the actual weight of the goods transported.

B/L NUMBER <b>111199</b>
REG. NUMBER
OVERFLOW BL

SHIPPER'S NAME <b>Erin Sorokin</b>	CONSIGNEE NAME <b>Erin Sorokin</b>
LOADING ADDRESS <b>1666 Calloway St. Apt. 309</b>	DELIVERY ADDRESS <b>2808 McKinnety Ave Apt 421</b>
CITY, COUNTY, STATE <b>Philadelphia, PA, PA.</b>	CITY, COUNTY, STATE <b>Wheaton, IL 60187</b>
PHONE <b>215-751-9978</b>	PHONE <b>(214) 303-0911 (or) 609-666-6096 6096363581</b>
PICKUP SPREAD FROM <b>6/8</b> TO <b>6/8</b>	DELIVERY SPREAD FROM <b>6/11</b> TO <b>6/19</b>
EXTRA P/U CONTACT NAME	NOTIFY CONTACT AND NOTIFY NAME <b>MICHAEL Goldberg</b>
ADDRESS	ADDRESS <b>7000 Sawdust Blvd</b> PHONE <b>409-74-2482</b>
CITY & STATE	CITY & STATE <b>APT 532 60187 WHEATON, IL</b>
LOAD DATE	EXTRA DELIVERY CONTACT NAME
INTERLINE CARRIER	ADDRESS

BILL ACCT.	TARIFF NO <b>400M</b>	SECTION <b>3</b>	TENDER NO.	COMMODITY NAME & CODE
CITY, STATE	GROSS WEIGHT	NET WEIGHT	Full Tariff LH Rate	BLD % disc
PURCHASE ORDER	TARE WEIGHT	MILES	Reduced LH Rate	LH % disc
OBL NO ACCT NO			Bottom Line Discounted	Yes No
ATTN OF			1 SERVICE	ACCT. RATE CHARGE
COD				
(AGENT NAME)	ACCT.#	SUBJECT TO MINIMUM OF 1,000 LBS.		
CHARGES COMPUTED BY <b>L&amp;J</b>	<b>2777</b>	FUEL SURCHARGE OF CHARGED LINEHAUL		
BOOKER <b>L&amp;J</b>	<b>2777</b>	ADDITIONAL TRANSPORTATION CHARGE - ORIGIN		
ORIGIN AGENT <b>L&amp;J</b>	<b>2777</b>	ADDITIONAL TRANSPORTATION CHARGE - DESTINATION		
ESTIMATE BY <b>L&amp;J</b>	<b>2777</b>	BULKY ARTICLE CHARGE		
DESTINATION AGENT	<b>4201</b>	EXTRA STOPS		
RESIDENCE PICKUP		PIANO/ORGAN CARRY		
ORIGIN		VALUATION <b>20,000</b>		
DESTINATION		SIT FOR DAYS 1ST DAY AT CWT.		
ORIGIN		ADDITIONAL DAYS CWT. PER DAY		
DESTINATION		WAREHOUSE HANDLING CHARGE		
CONTAINERS FURNISHED BY		SIT HANDLING CHARGE		
TOTAL PACKING BY		SIT VALUATION CHARGE		
UNPACKING BY		IN SIT (DATE) OUT SIT (DATE)		

Unless the shipper expressly releases the shipment to a value of 60 cents per pound per article, the carrier's maximum liability for loss and damage shall be either the lump sum declared by the shipper or an amount equal to \$1.25 for each pound of weight in the shipment, whichever is greater. The shipment will be subject to the rules and conditions of the carrier's tariff. Shipper hereby releases the entire shipment to a value not exceeding:

My Shipment Valuation is \$ **20,000**

NOTICE: THE SHIPPER SIGNING THIS CONTRACT MUST INSERT IN THE SPACE ABOVE, IN HIS OWN HANDWRITING, EITHER HIS DECLARATION OF THE ACTUAL VALUE OF THE SHIPMENT, OR THE WORDS "60 cents per pound per article". OTHERWISE THE SHIPMENT WILL BE DEEMED RELEASED TO A MAXIMUM VALUE EQUAL TO \$1.25 TIMES THE WEIGHT OF THE SHIPMENT IN POUNDS.

Shipment Valuation is not insurance. It is a Tariff Level of Carrier Liability.

**IMPORTANT SHIPMENT PROTECTION INFORMATION (Check One)**

Protection	SHIPPER INITIAL
Lowest	80 cents per lb. per article - no charge
Better	\$1.25 lb. times shipment weight. Repair cost or depreciated value of item, whichever is less cost is \$7 per \$1,000 of shipment valuation.
Best	<b>FULL VALUE PROTECTION - OPTION A, B, C</b>
Option A	No claim deductible
Option B	\$250 claim deductible
Option C	\$500 claim deductible

**EXTRAORDINARY (UNUSUAL VALUE ARTICLE DESCRIPTION)**

I acknowledge that I have prepared and retained a copy of the Inventory or Item Valued in excess of \$100 Per Pound Per Article that are included in my shipment and that I have given a copy of this inventory to the carrier's representative. I also acknowledge that the carrier's liability for loss of or damage to any article in excess of \$100 per pound will be limited to \$100 per pound for each pound of such lost or damaged article (based on the actual weight) plus 50% of the declared value of the entire shipment, unless I have specifically indicated such articles or weight claim for loss or damage in writing on the attached.

(SHIPPER'S SIGNATURE AT TIME OF PICKUP AT RESIDENCE) DATE

(DRIVER'S SIGNATURE AT TIME OF PICKUP FROM RESIDENCE)

BELOW PACKING AND ACCESSORIALS REQUIRE A COMPLETED AND SIGNED PACKING AND/OR ACCESSORIAL FORM

APPLIANCE SERVICE	ORIGIN	DESTINATION
LONG CARRY	ORIGIN	DESTINATION
ELEVATOR/STAIR CARRY	ORG.	DEST
EXTRA LABOR DUE	ORG.	DEST

MATERIAL SUPPLIED ONLY (NO PACK)  
 TOTAL PACKING CHARGES  
 TOTAL UNPACKING CHARGES

LESS DISCOUNT  
 TOTAL OF ALL CHARGES  
 CREDIT CARD PAYMENT ON **6/15 by 2777**  
 PREPAYMENT COLLECTED ON By Acct#  
 BALANCE DUE: COLLECTED ON By Acct#

AGENT TO BE CONTACTED AT DESTINATION REGARDING SHIPMENT, IF NONE SHOW NVL BROADVIEW  
 NAME PHONE  
 ADDRESS CITY & STATE  
 RESIDENTIAL DELIVERY WAREHOUSE S.I.T. CONTROLZ  
 WAREHOUSE PHONE:  
 ADDRESS CITY & STATE

RECEIVED BY: X  
 DATE: **DC 006899**  
 DOCUMENT CONTROL NUMBER

CONSIGNEE'S ACKNOWLEDGEMENT OF DELIVERY  
 SERVICES COVERED BY THIS BILL OF LADING WERE RENDERED AND SHIPMENT WAS RECEIVED IN GOOD CONDITION, EXCEPT AS NOTED ON THE INVENTORY

SIGNATURE OF CONSIGNEE FOR RESIDENCE DELIVERY  
 DRIVER'S SIGNATURE FOR DEL. RES. OR WH.



**CONTRACT TERMS AND CONDITIONS\***

This contract is subject to all the rules, regulations, rates, and charges, in carrier's currently effective applicable tariffs including, but not limited to, the following terms and conditions:

- Section 1.** The carrier shall be liable for physical damage loss of or damage to any articles from external cause while being carried or held in storage-in-transit EXCEPT loss or damage caused by or resulting:
- (a). From an act, omission or order of the shipper;
  - (b). From defect or inherent vice of the article, including susceptibility to damage because of atmospheric conditions such as temperature and humidity or changes therein;
  - (c). From (1) hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack (A) by any government or sovereign power, or by an authority maintaining or using military, naval or air forces; (B) by military, naval or air forces; or (C) by an agent of any such government, power, authority or forces; (2) any weapon of war employing atomic fission or radioactive force whether in time of peace or war; (3) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating, or defending against such an occurrence; (4) seizure or destruction under quarantine or customs regulations; (5) confiscation by order of any government or public authority; or (6) risks of contraband or illegal transportation or trade;
  - (d). From delay caused by strikes, lockouts, labor disturbances, riots, civil commotions, or the acts of any person or persons taking part in any such occurrence or disorder, and from loss or damage when carrier, after notice to shipper or consignee of a potential risk of loss or damage to the shipment from such causes, is instructed by the shipper to proceed with such transportation and/or delivery, notwithstanding such risk.
  - (e). From Acts of God.

**SUBJECT**, in addition to the foregoing, to the further following limitations on the carrier's liability:

The Carrier's maximum liability shall be either:

- (1). The amount of the actual loss or damage not exceeding \$1.25 times the actual weight (in pounds) of the shipment, or the lump sum declared value, whichever is greater; or
- (2). The actual loss or damage not exceeding sixty (60) cents per pound of the weight of any lost or damaged article when the shipper has released the shipment to the carrier, in writing, with liability limited to sixty (60) cents per pound per article.

**Section 2.** The Carrier shall not be liable for delay caused by highway construction, or faulty or impassable highways, or lack of capacity of any highway, bridge or ferry, or caused by the breakdown or mechanical defect of vehicles or equipment, or from any cause other than the negligence of the carrier; nor shall the carrier be bound to transport by any particular schedule, means, vehicle or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of the shipment and the point of destination.

- Section 3.**
- a). The shipper, upon tender of the shipment to carrier, and the consignee, upon acceptance of delivery of the shipment from carrier, shall be liable, jointly and severally, for all unpaid charges payable on account of a shipment in accordance with applicable tariffs including, but not limited to, sums advanced or disbursed by a carrier on account of such shipment. The extension of credit to either shipper or consignee for such unpaid charges shall not thereby discharge the obligation of the other party to pay such charges in the event the party to whom credit has been extended shall fail to pay such charges.
  - (b). The shipper shall indemnify carrier against loss or damage caused by inclusion in the shipment of explosives or other dangerous articles or goods.

**Section 4.** If for any reason other than the fault of the carrier, delivery can not be made at address shown on the face hereof, or at any changed address of which the carrier has been notified, carrier, at its option, may cause articles contained in shipment to be stored in a warehouse selected by it at the point of delivery or at other available points, at the cost of the owner and subject to a lien for all accrued tariff and other lawful charges.

**Section 5.** If shipment is refused by consignee at destination, or if shipper, consignee or owner of property fails to receive or claim it within fifteen (15) days after written notice by United States mail addressed to shipper and consignee at post office addresses shown on face hereof, or if shipper fails or refuses to pay lawfully applicable charges in accordance with carrier's applicable tariff, carrier may sell the property at its option, either (a) upon the notice and in the manner authorized by law, or (b) at public auction to highest bidder for cash at a public sale to be held at a time and place named by carrier, thirty (30) days notice of which sale shall have been given in writing to shipper and consignee, and there shall have been published at least once a week for two consecutive weeks in a newspaper of general circulation at or near the place of sale, a notice thereof containing a description of the property as described in the bill of lading, and the names of the consignor and consignee. The proceeds of any sale shall be applied toward payment of lawful charges applicable to shipment and towards expenses of notice, advertising and sale, and of storing, caring for and maintaining property prior to sale, and the balance, if any, shall be paid to owner of property; PROVIDED that any perishable articles contained in said shipment may be sold at public auction or private sale without such notices, if, in the opinion of the carrier, such action is necessary to prevent deterioration or further deterioration.

**Section 6.** As a condition precedent to recovery, a claim for any loss or damage, injury or delay, must be filed in writing with carrier within nine (9) months after delivery to consignee as shown on face hereof, or in case of failure to make delivery, then within nine (9) months after a reasonable time for delivery has elapsed; and suit must be instituted against carrier within two (2) years and one (1) day from the date when notice in writing is given by carrier to the claimant that carrier has disallowed the claim or any part or parts thereof specified in the notice.

**NATIONAL**

MC42866  
2800 W. ROOSEVELT ROAD  
BROADVIEW, ILLINOIS 60153  
708-450-2900 or 800-331-0593

## Order For Service -- Registration

AGENT MUST COMPLETE THIS FORM PRIOR TO REGISTERING.

Commodity Type (check one)	
Display <input type="checkbox"/>	Elect <input type="checkbox"/>
H/H <input type="checkbox"/>	Other <input type="checkbox"/>
Office <input type="checkbox"/>	

internal use  
V-Q NV Q

Registration Date: 7/1/02

1. TYPE ☐ 7/GSA ☒ 8/COD 2. B/L NUMBER 111199  
☐ 8/NAT ☐ 9/NAT-COD

3. MILES 1752 4. BOOKING ACCT. # 2777

5. Linehaul Discount % 50% 6. ORIGINAL B/L (IF OVERFLOW) 7. SELF HAUL ☐ Yes ☒ No  
 Bottom Line Discount % 50% Broker Fee % (added to disc. for settlement purposes only) Broker #

Origin City/State 8 Philadelphia, PA.		Destination City/State 9 Dallas		Requested Loading Date 10 From 6/8 To 6/8		Requested Delivery Date 11 From 6/11 To 6/19	
Declared Value Protection <input type="checkbox"/> A. Full Replacement, no deductible <input type="checkbox"/> B. Full Replacement, \$250 deductible <input type="checkbox"/> C. Full Replacement, \$500 deductible <input type="checkbox"/> D. \$60 <input type="checkbox"/> E. \$1.25 x weight		Valuation Amount (If A, B or C) 12 20,000		Estimated Weight 13 5,000		Est. Cube 14 769	
Full Linehaul Before Discount 15 5610.00		Estimated Total Charges After Discount 16 3309.05		17 3309.05			
National Acct. Name & Acct. # 18 C.O.D.		SS# if Military/GSA 19 Org. Base GBLOC Dest. Base GBLOC		Shipper's Last Name 20 Sorokin		First Name 21 E	
Origin Agent # 22 2777		Origin Zip Code 23 19180		Origin Address or Military Base Contact or Out of Non-Temp Storage 24 1666-Callowhill St.		Origin Phone Numbers & Contact Name 25 (215) 751-9788	
Dest. Agent # 26 4201		Dest. Zip Code 27		Destination Address or Military Base Contact 28 WIA 2808 McKinnis St. Apt # 421 Dallas, TX 75201		Destination Phone Numbers & Contact Name 29 W/A	
Salesperson # 30 14		Driver Pack <input checked="" type="checkbox"/> yes <input type="checkbox"/> no If yes, describe below Type 2-455 2-K/Q 31 Amount 6-Mile		<input type="checkbox"/> Extra P/U <input checked="" type="checkbox"/> Extra Delivery (Write location below) 32 Georgetown, TX 7080 SEWELL BLVD APT 532 GALVESTON, TX (409) 741-2952		<input type="checkbox"/> PIANO <input type="checkbox"/> SHUTTLE <input type="checkbox"/> BOAT <input type="checkbox"/> POOL TABLE <input type="checkbox"/> OTHER <input type="checkbox"/> AUTO (Write type here)	
SPECIAL REMARKS / INSTRUCTIONS AMSA MEMBER				Destination Agent Name, Address & Phone 34			

<b>SPECIAL SERVICES ORDERED BY SHIPPER</b> <input type="checkbox"/> EXPEDITED SERVICE <input type="checkbox"/> EXCLUSIVE USE OF VEHICLE <input type="checkbox"/> OVERTIME LOADING AND/OR UNLOADING <input type="checkbox"/> STORAGE-IN-TRANSIT <input type="checkbox"/> SPACE RESERVATION <input type="checkbox"/> BULKY ITEMS OTHER _____		<b>NON-BINDING ESTIMATE</b> (Table of Measurements required) THIS ESTIMATE COVERS ONLY THE ARTICLES AND SERVICES LISTED. IT IS NOT A GUARANTEE THAT THE ACTUAL CHARGES WILL NOT EXCEED THE AMOUNT OF THE ESTIMATE. COMMON CARRIERS ARE REQUIRED BY LAW TO COLLECT TRANSPORTATION AND OTHER INCIDENTAL CHARGES COMPUTED ON THE BASIS OF RATES SHOWN IN THEIR LAWFULLY PUBLISHED TARIFFS, REGARDLESS OF PRIOR RATE QUOTATIONS OR ESTIMATES MADE BY THE CARRIER OR ITS AGENTS. EXACT CHARGES FOR LOADING, TRANSPORTING, AND UNLOADING ARE BASED UPON THE WEIGHT OF THE GOODS TRANSPORTED, AND SUCH CHARGES MAY NOT BE DETERMINED PRIOR TO THE TIME THE GOODS ARE LOADED ON THE VAN AND WEIGHED. CHARGES FOR ADDITIONAL SERVICES WILL BE ADDED TO THE TRANSPORTATION CHARGES. ESTIMATED TOTAL <u>3309.05</u> IF THE TOTAL TARIFF CHARGES FOR THE LISTED ARTICLES AND SERVICES EXCEED THIS ESTIMATE BY MORE THAN TEN PERCENT, THEN, UPON YOUR REQUEST, THE CARRIER MUST RELINQUISH POSSESSION OF YOUR SHIPMENT UPON PAYMENT OF NOT MORE THAN 110 PERCENT OF ESTIMATED CHARGES; YOU ARE STILL OBLIGATED TO PAY THE BALANCE OF THE TOTAL CHARGES WITHIN 30 DAYS. MAXIMUM AMOUNT TO BE PAID ON DELIVERY OF YOUR C.O.D. SHIPMENT IN CASH, CERTIFIED CHECK OR MONEY ORDER IS (TOTAL ESTIMATED COST PLUS 10 PERCENT). MAXIMUM C.O.D. _____	
SHIPMENT VALUATION IS NOT INSURANCE. IT IS A TARIFF LEVEL OF MOTOR CARRIER LIABILITY. SHIPMENT VALUATION PROTECTION Unless the shipper expressly releases the shipment to a value of 60 cents per pound per article, the carrier's maximum liability for loss and damage shall be either the lump-sum value declared by the shipper or an amount equal to \$1.25 for each pound of weight in the shipment, whichever is greater. The shipment will move subject to the rules and conditions of the carrier's tariff. Shipper hereby releases the entire shipment to a value not exceeding <u>20,000</u> (to be completed by the person signing below) NOTICE: The shipper signing this Order for Service must insert in the space above, in his own handwriting, either his declaration of the actual value of the shipment, or the words "60 cents per pound per article". Otherwise the shipment will be deemed released to a maximum value equal to \$1.25 times the weight of the shipment in pounds. The cost is 70¢ / \$100.00 of Shipment valuation.		<b>CHARGES AND METHOD OF PAYMENT</b> Minimum Weight _____ Minimum Charges _____ Cubic Feet _____ CHARGES: <input type="checkbox"/> C.O.D. <input type="checkbox"/> CHARGE - (Charge required credit approval before loading). All charges to be paid in cash, money order (other than personal money order) traveler's check, cashier's check, official check, bank treasurer's check, or certified check, made payable to NATIONAL VAN LINES, INC. & LaSALLE BANK N.A. before property is relinquished by carrier unless otherwise stated. ON EMPLOYER PAID MOVES, SHIPPER IS LIABLE FOR ALL CARRIER CHARGES IF EMPLOYER FAILS TO MAKE PAYMENT AS PROMISED. Invoice to _____ Address _____ City & State _____ Customer No. _____ Carriers liability is limited to a maximum of \$100.00 per lb. per article, unless shipper has declared in writing prior to move a higher value on any named article and listed such on a high-value inventory.	
<b>REPLACEMENT VALUE PROTECTION</b> OPTION A - Replacement Value Protection (Min. \$3.50 lb.) No claim deductible. (Min. \$3.50 lb.) OPTION B - Replacement Value Protection less \$250 claim deductible. (Min. \$3.50 lb.) OPTION C - Replacement Value Protection less \$500 claim deductible. (Min. \$3.50 lb.) SEE REVERSE SIDE OF INSTRUCTION CARD FOR COST The shipper signing this contract must insert, in the space below, his or her declaration of the released value of the shipment. Otherwise, the shipment will be deemed released to a value equal to \$3.50 times the weight in pounds. Shipper hereby releases the entire shipment to a value not exceeding \$ _____			

Shipper acknowledges prior receipt of Carriers Annual Performance Report, Your Right and Responsibilities When You Move, Household Goods Dispute Settlement Program and Customer Complaint and Inquiry Handling Procedure.

The undersigned shipper hereby requests the above-named carrier to furnish the transportation facilities and services described in this order, subject to the contract terms and conditions of carrier's household goods bill of lading, which bill of lading will be issued at time carrier takes possession of this shipment, and subject to the tariffs of the carrier in effect on the date transportation services commence.

NATIONAL VAN LINES, INC.

X [Signature]

This 31st day of July 1902  
 X By [Signature]  
 (Signature of Shipper or Authorized Shipper's Agent)

06/17/2002 11:17 FAX 2158294219

DELANY &amp; O'BRIEN

0006

INTERNATIONAL

TO

1998.06-23

12:02

#377 P.01/01

COST OF SERVICES

From  
RODGER

Moving From  
 SOROKIN 4/23/98  
 6-CALLOWHILL ST.  
 309  
 PHILADELPHIA PA

Moving To  
 Consignee SOROKIN  
 Address  
 Floor  
 City ST DALLAS DALLAS TX

Rate Agreed PU Date Guarantee PU Date Agreed DEL Date Guarantee DEL Date

6/11 - 6/19

CONTAINERS  
 Qty Rate Total  
 2 8.80 17.60  
 2 25.40 50.80  
 6 19.35 116.10  
 184.50

PACKING (C)  
 Qty Rate Total  
 2 17.30 34.60  
 2 15.65 31.30  
 6 32.40 194.40  
 260.30

UNPACKING (A)  
 Qty Rate Total  
 0.00

\*\*\*\*\*  
 \* TARIFF : 400M GROSS : 5500 NET : 5500 \*  
 \* EFFECTIVE: 01/01/98 TRANS WT: 5500 \*  
 \* SECTION : 3 MILES : 1752 \*  
 \* Origin ST: (39) CNTY: (51) Destination ST: (44) CNTY: (84) \*  
 \* Origin Service Area: 672 Destination Service Area: 764 \*  
 \*\*\*\*\*

Description	Weight	Quantity	Rate	Charges
TRANSPORTATION GHG	5500 LBS			5973.00
A.T.C. ORIG	5500 LBS	@	1.90	104.50
A.T.C. DEST	5500 LBS	@	1.00	55.00
ELEV. ORIG	5000 LBS	@	2.60	130.00
ELEV. DEST	5000 LBS	1	2.25	112.50
STAIRS DEST	500 LBS	1	1.45	18.30
LONG CARRY-O	5000 LBS	1	1.70	85.00
LONG CARRY-O	5000 LBS	1	1.45	72.50
CONTAINERS, PACKING & UNPACKING (see itemized list)				444.80

SUB TOTAL BEFORE DISCOUNT 6995.60  
 50% BOTTOM LINE DISCOUNT -3497.80  
 VALUATION 20000

GRAND TOTAL 3677.80

PREPARED BY

RODGER



06/17/2002 11:17 FAX 2158294219

DELANY & O'BRIEN

007

EXHIBIT 2



06/17/2002 11:21 FAX 2158294219

DELANY &amp; O'BRIEN

008

BROADVIEW, ILLINOIS 60153-3771  
I.C.C. MC #2366

## STATEMENT OF CLAIM

IF YOU COMPLETE THE SHORT CLAIM FORM, IT WILL  
NOT BE NECESSARY TO COMPLETE THIS FORM.

ALL LOSS AND/OR DAMAGE MUST BE ON THIS FORM. NO ADDITIONAL CLAIM ACCEPTED. 214-303-0911

MOVED FROM: <u>EVAN SOROKIN</u> Name of Shipper or Consignee on Bill of Lading <u>1606 CALHOUN ST APT 39</u> Old Street Address <u>PHILADELPHIA PA 19130</u> City and State <u>N/A</u> Warehouse Name if Shipment Originated at Warehouse.	MOVED TO: <u>EVAN SOROKIN</u> Name of Consignee <u>2808 MCKINNEY AVE APT 421</u> New Street Address <u>DALLAS TX 75204</u> City and State <u>N/A</u> Warehouse Name if Delivered to Warehouse
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## IMPORTANT

Was your shipment picked up from a storage facility? Yes ☐ No ☒Was your shipment delivered to a storage facility? Yes ☐ No ☒To expedite your claim, enter Bill of Lading No. shown on NATIONAL Bill of Lading: 111199Did driver deliver any items that do not belong to you? Yes ☐ No ☒ Please explain below.To whom was claim first reported? DATE Date reported: 6/18/98Loading date at residence: 6/19/98Delivery date: 6/17/98

If claim is for breakage or shortage to items packed in container, give following information concerning these specific containers:

By whom packed: DATEBy whom unpacked: DATEDate unpacked: 6/12/98Was packing container of article claimed damaged in good condition? Yes ☐ No ☒ Please explain below: SELFDate damage was discovered: 6/17/98 Was driver aware of damage or loss? Yes ☒ No ☐ Explain below.Date shortage was discovered: N/A By whom discovered: DATEDid you carefully check items and condition of shipment against the inventory at the time of delivery before signing same? NO CLAIM MUST BE SIGNED

IMPORTANT — GIVE COMPLETE INFORMATION IN ALL COLUMNS. (If additional space is needed use separate sheet of paper)

SEE ADDITIONAL INFORMATION							SEE ADDITIONAL INFORMATION		BE SIGNED	
Inventory Number For Articles Claimed	Name of Item	Location and Extent of Damages (If loss so indicate)	Date Purchased	Original Cost	Weight of Item	Amount Claimed	Home Office Use Only			
							Amount Paid	Adjusting Code		
1000	ANTIQUE	SEE ADDITIONAL INFORMATION	1980	1200		1200				
1001	ANTIQUE	SEE PHOTOS 1-3	1980	1400		1400				
1002	ANTIQUE	SEE PHOTOS 4-5	1980	1400		1400				
1003	ANTIQUE	SEE PHOTOS 6-7	1980	1400		1400				
1004	ANTIQUE	SEE PHOTOS 8-9	1980	1400		1400				
1005	ANTIQUE	SEE PHOTOS 10-11	1980	1400		1400				
1006	ANTIQUE	SEE PHOTOS 12-13	1980	1400		1400				
1007	ANTIQUE	SEE PHOTOS 14-15	1980	1400		1400				
1008	ANTIQUE	SEE PHOTOS 16-17	1980	1400		1400				
1009	ANTIQUE	SEE PHOTOS 18-19	1980	1400		1400				
1010	ANTIQUE	SEE PHOTOS 20-21	1980	1400		1400				
1011	ANTIQUE	SEE PHOTOS 22-23	1980	1400		1400				
1012	ANTIQUE	SEE PHOTOS 24-25	1980	1400		1400				
1013	ANTIQUE	SEE PHOTOS 26-27	1980	1400		1400				
1014	ANTIQUE	SEE PHOTOS 28-29	1980	1400		1400				
1015	ANTIQUE	SEE PHOTOS 30-31	1980	1400		1400				
1016	ANTIQUE	SEE PHOTOS 32-33	1980	1400		1400				
1017	ANTIQUE	SEE PHOTOS 34-35	1980	1400		1400				
1018	ANTIQUE	SEE PHOTOS 36-37	1980	1400		1400				
1019	ANTIQUE	SEE PHOTOS 38-39	1980	1400		1400				
1020	ANTIQUE	SEE PHOTOS 40-41	1980	1400		1400				
1021	ANTIQUE	SEE PHOTOS 42-43	1980	1400		1400				
1022	ANTIQUE	SEE PHOTOS 44-45	1980	1400		1400				
1023	ANTIQUE	SEE PHOTOS 46-47	1980	1400		1400				
1024	ANTIQUE	SEE PHOTOS 48-49	1980	1400		1400				
1025	ANTIQUE	SEE PHOTOS 50-51	1980	1400		1400				
1026	ANTIQUE	SEE PHOTOS 52-53	1980	1400		1400				
1027	ANTIQUE	SEE PHOTOS 54-55	1980	1400		1400				
1028	ANTIQUE	SEE PHOTOS 56-57	1980	1400		1400				
1029	ANTIQUE	SEE PHOTOS 58-59	1980	1400		1400				
1030	ANTIQUE	SEE PHOTOS 60-61	1980	1400		1400				
1031	ANTIQUE	SEE PHOTOS 62-63	1980	1400		1400				
1032	ANTIQUE	SEE PHOTOS 64-65	1980	1400		1400				
1033	ANTIQUE	SEE PHOTOS 66-67	1980	1400		1400				
1034	ANTIQUE	SEE PHOTOS 68-69	1980	1400		1400				
1035	ANTIQUE	SEE PHOTOS 70-71	1980	1400		1400				
1036	ANTIQUE	SEE PHOTOS 72-73	1980	1400		1400				
1037	ANTIQUE	SEE PHOTOS 74-75	1980	1400		1400				
1038	ANTIQUE	SEE PHOTOS 76-77	1980	1400		1400				
1039	ANTIQUE	SEE PHOTOS 78-79	1980	1400		1400				
1040	ANTIQUE	SEE PHOTOS 80-81	1980	1400		1400				
1041	ANTIQUE	SEE PHOTOS 82-83	1980	1400		1400				
1042	ANTIQUE	SEE PHOTOS 84-85	1980	1400		1400				
1043	ANTIQUE	SEE PHOTOS 86-87	1980	1400		1400				
1044	ANTIQUE	SEE PHOTOS 88-89	1980	1400		1400				
1045	ANTIQUE	SEE PHOTOS 90-91	1980	1400		1400				
1046	ANTIQUE	SEE PHOTOS 92-93	1980	1400		1400				
1047	ANTIQUE	SEE PHOTOS 94-95	1980	1400		1400				
1048	ANTIQUE	SEE PHOTOS 96-97	1980	1400		1400				
1049	ANTIQUE	SEE PHOTOS 98-99	1980	1400		1400				
1050	ANTIQUE	SEE PHOTOS 100-101	1980	1400		1400				
1051	ANTIQUE	SEE PHOTOS 102-103	1980	1400		1400				
1052	ANTIQUE	SEE PHOTOS 104-105	1980	1400		1400				
1053	ANTIQUE	SEE PHOTOS 106-107	1980	1400		1400				
1054	ANTIQUE	SEE PHOTOS 108-109	1980	1400		1400				
1055	ANTIQUE	SEE PHOTOS 110-111	1980	1400		1400				
1056	ANTIQUE	SEE PHOTOS 112-113	1980	1400		1400				
1057	ANTIQUE	SEE PHOTOS 114-115	1980	1400		1400				
1058	ANTIQUE	SEE PHOTOS 116-117	1980	1400		1400				
1059	ANTIQUE	SEE PHOTOS 118-119	1980	1400		1400				
1060	ANTIQUE	SEE PHOTOS 120-121	1980	1400		1400				
1061	ANTIQUE	SEE PHOTOS 122-123	1980	1400		1400				
1062	ANTIQUE	SEE PHOTOS 124-125	1980	1400		1400				
1063	ANTIQUE	SEE PHOTOS 126-127	1980	1400		1400				
1064	ANTIQUE	SEE PHOTOS 128-129	1980	1400		1400				
1065	ANTIQUE	SEE PHOTOS 130-131	1980	1400		1400				
1066	ANTIQUE	SEE PHOTOS 132-133	1980	1400		1400				
1067	ANTIQUE	SEE PHOTOS 134-135	1980	1400		1400				
1068	ANTIQUE	SEE PHOTOS 136-137	1980	1400		1400				
1069	ANTIQUE	SEE PHOTOS 138-139	1980	1400		1400				
1070	ANTIQUE	SEE PHOTOS 140-141	1980	1400		1400				
1071	ANTIQUE	SEE PHOTOS 142-143	1980	1400		1400				
1072	ANTIQUE	SEE PHOTOS 144-145	1980	1400		1400				
1073	ANTIQUE	SEE PHOTOS 146-147	1980	1400		1400				
1074	ANTIQUE	SEE PHOTOS 148-149	1980	1400		1400				
1075	ANTIQUE	SEE PHOTOS 150-151	1980	1400		1400				
1076	ANTIQUE	SEE PHOTOS 152-153	1980	1400		1400				
1077	ANTIQUE	SEE PHOTOS 154-155	1980	1400		1400				
1078	ANTIQUE	SEE PHOTOS 156-157	1980	1400		1400				
1079	ANTIQUE	SEE PHOTOS 158-159	1980	1400		1400				
1080	ANTIQUE	SEE PHOTOS 160-161	1980	1400		1400				
1081	ANTIQUE	SEE PHOTOS 162-163	1980	1400		1400				
1082	ANTIQUE	SEE PHOTOS 164-165	1980	1400		1400				
1083	ANTIQUE	SEE PHOTOS 166-167	1980	1400		1400				
1084	ANTIQUE	SEE PHOTOS 168-169	1980	1400		1400				
1085	ANTIQUE	SEE PHOTOS 170-171	1980	1400		1400				
1086	ANTIQUE	SEE PHOTOS 172-173	1980	1400		1400				
1087	ANTIQUE	SEE PHOTOS 174-175	1980	1400		1400				
1088	ANTIQUE	SEE PHOTOS 176-177	1980	1400		1400				
1089	ANTIQUE	SEE PHOTOS 178-179	1980	1400		1400				
1090	ANTIQUE	SEE PHOTOS 180-181	1980	1400		1400				
1091	ANTIQUE	SEE PHOTOS 182-183	1980	1400		1400				
1092	ANTIQUE	SEE PHOTOS 184-185	1980	1400		1400				
1093	ANTIQUE	SEE PHOTOS 186-187	1980	1400		1400				
1094	ANTIQUE	SEE PHOTOS 188-189	1980	1400		1400				
1095	ANTIQUE	SEE PHOTOS 190-191	1980	1400		1400				
1096	ANTIQUE	SEE PHOTOS 192-193	1980	1400		1400				
1097	ANTIQUE	SEE PHOTOS 194-195	1980	1400		1400				
1098	ANTIQUE	SEE PHOTOS 196-197	1980	1400		1400				
1099	ANTIQUE	SEE PHOTOS 198-199	1980	1400		1400				
1100	ANTIQUE	SEE PHOTOS 200-201	1980	1400		1400				
1101	ANTIQUE	SEE PHOTOS 202-203	1980	1400		1400				
1102	ANTIQUE	SEE PHOTOS 204-205	1980	1400		1400				
1103	ANTIQUE	SEE PHOTOS 206-207	1980	1400		1400				
1104	ANTIQUE	SEE PHOTOS 208-209	1980	1400		1400				
1105	ANTIQUE	SEE PHOTOS 210-211	1980	1400		1400				
1106	ANTIQUE	SEE PHOTOS 212-213	1980	1400		1400				
1107	ANTIQUE	SEE PHOTOS 214-215	1980	1400		1400				
1108	ANTIQUE	SEE PHOTOS 216-217	1980	1400		1400				
1109	ANTIQUE	SEE PHOTOS 218-219	1980	1400		1400				
1110	ANTIQUE	SEE PHOTOS 220-221	1980	1400		1400				
1111	ANTIQUE	SEE PHOTOS 222-223	1980	1400		1400				
1112	ANTIQUE	SEE PHOTOS 224-225	1980	1400		1400				
1113	ANTIQUE	SEE PHOTOS 226-227	1980	1400		1400				
1114	ANTIQUE	SEE PHOTOS 228-229	1980	1400		1400				
1115	ANTIQUE	SEE PHOTOS 230-231	1980	1400		1400				
1116	ANTIQUE	SEE PHOTOS 232-233	1980	1400		1400				
1117	ANTIQUE	SEE PHOTOS 234-235	1980	1400		1400				
1118	ANTIQUE	SEE PHOTOS 236-237	1980	1400		1400				
1119	ANTIQUE	SEE PHOTOS 238-239	1980	1400		1400				
1120	ANTIQUE	SEE PHOTOS 240-241	1980	1400		1400				
1121	ANTIQUE	SEE PHOTOS 242-243	1980	1400		1400				
1122	ANTIQUE	SEE PHOTOS 244-245	1980	1400		1400				
1123	ANTIQUE	SEE PHOTOS 246-247	1980	1400		1400				
1124	ANTIQUE	SEE PHOTOS 248-249	1980	1400		1400				
1125	ANTIQUE	SEE PHOTOS 250-251	1980	1400		1400				
1126	ANTIQUE	SEE PHOTOS 252-253	1980	1400		1400				
1127	ANTIQUE	SEE PHOTOS 254-255	1980	1400		1400				
1128	ANTIQUE	SEE PHOTOS 256-257	1980	1400		1400				
1129	ANTIQUE	SEE PHOTOS 258-259	1980	1400		1400				
1130	ANTIQUE	SEE PHOTOS 260-261	1980	1400		1400				
1131	ANTIQUE	SEE PHOTOS 262-263	1980	1400		1400				
1132	ANTIQUE	SEE PHOTOS 264-265	1980	1400		1400				
1133	ANTIQUE	SEE PHOTOS 266-267	1980	1400		1400				
1134	ANTIQUE	SEE PHOTOS 268-269	1980	1400		1400				
1135	ANTIQUE	SEE PHOTOS 270-271	1980	1400		1400				
1136	ANTIQUE	SEE PHOTOS 272-273	1980	1400		1400				
1137	ANTIQUE	SEE PHOTOS 274-275	1980	1400		1400				
1138	ANTIQUE	SEE PHOTOS 276-277	1980	1400		1400				
1139	ANTIQUE	SEE PHOTOS 278-279	1980	1400		1400				
1140	ANTIQUE	SEE PHOTOS 280-281	1980	1400		1400				
1141	ANTIQUE	SEE PHOTOS 282-283	1980	1400		1400				
1142	ANTIQUE	SEE PHOTOS 284-285	1980	1400		1400				
1143	ANTIQUE	SEE PHOTOS 286-287	1980	1400		1400				
1144	ANTIQUE	SEE PHOTOS 288-289	1980	1400		1400				
1145	ANTIQUE	SEE PHOTOS 290-291	1980	1400		1400				
1146	ANTIQUE	SEE PHOTOS 292-293	1980	1400		1400				
1147	ANTIQUE	SEE PHOTOS 294-295	1980	1400		1400				
1148	ANTIQUE	SEE PHOTOS 296-297	1980	1400		1400				
1149	ANTIQUE	SEE PHOTOS 298-299	1980	1400		1400				
1150	ANTIQUE	SEE PHOTOS 300-301	1980	1400		1400				
1151	ANTIQUE	SEE PHOTOS 302-303	1980	1400		1400				
1152	ANTIQUE	SEE PHOTOS 304-305	1980	1400		1400				
1153	ANTIQUE	SEE PHOTOS 306-307	1980	1400		1400				
1154	ANTIQUE	SEE PHOTOS 308-309	1980	1400		1400				
1155	ANTIQUE	SEE PHOTOS 310-311	1980	1400		1400				
1156	ANTIQUE	SEE PHOTOS 312-313	1980	1400		1400				
1157	ANTIQUE	SEE PHOTOS 314-315	1980	1400		1400				
1158	ANTIQUE	SEE PHOTOS 316-317	1980	1400		1400				
1159	ANTIQUE	SEE PHOTOS 318-319	1980	1400		1400				
1160	ANTIQUE	SEE PHOTOS 320-321	1980	1400		1400				
1161	ANTIQUE	SEE PHOTOS 322-323	1980	1400		1400				
1162	ANTIQUE	SEE PHOTOS 324-325	1980	1400		1400				
1163	ANTIQUE	SEE PHOTOS 326-327	1980	1400		1400				
1164	ANTIQUE	SEE PHOTOS 328-329								

06/17/2002 11:22 FAX 2158294219

DELANY &amp; O'BRIEN

009

**NATIONAL**  
ANALYTICALBROADVIEW, ILLINOIS 60153-3771  
L.C. C. MC 42555**STATEMENT OF CLAIM**IF YOU COMPLETE THE SHORT CLAIM FORM, IT WILL  
NOT BE NECESSARY TO COMPLETE THIS FORM.

ALL LOSS AND/OR DAMAGE MUST BE ON THIS FORM. NO ADDITIONAL CLAIM ACCEPTED.

MOVED FROM <u>E. VAN SOROKIN MD</u> Name of Shipper or Consignee on Bill of Lading <u>1666 CALLOWHILL # 309</u> Old Street Address <u>PHILADELPHIA PA 19130</u> City and State <u>N/A</u> Warehouse Name if Shipment Originated at Warehouse	MOVED TO <u>2808 McR. HWY #421</u> Name of Consignee <u>DALLAS, TX 75204</u> New Street Address <u>N/A</u> City and State <u>N/A</u> Warehouse Name if Delivered to Warehouse
--	---

**IMPORTANT**Was your shipment picked up from a storage facility? Yes ☐ No ☒Was your shipment delivered to a storage facility? Yes ☐ No ☒

To expedite your claim, enter Bill of Lading No. shown on NATIONAL Bill of Lading

Did driver deliver any items that do not belong to you? Yes ☐ No ☒ Please explain below.To whom was claim first reported NATIONAL VAN CORPDate reported 8/13/98Loading date at residence 6/19/98Delivery date 6/17/98

If claim is for breakage or shortage to items packed in container, give following information concerning those specific containers.

By whom packed DRIVERBy whom unpacked DRIVERDate unpacked 6/17/98Was packing container of article claimed damaged in good condition? Yes ☐ No ☒ Please explain below.Date damage was discovered 8/1/98 Was driver aware of damage or shortage? Yes ☒ No ☐ Explain below DRIVER SAID HE WAS NOT AWAREDate shortage was discovered N/A By whom discovered CHAS. SOROKINDid you carefully check items and condition of shipment against the inventory at the time of delivery before signing same? DRIVER DID NOT GIVE**IMPORTANT — GIVE COMPLETE INFORMATION IN ALL COLUMNS. (If Add). Space is needed use separate sheet of paper. ALL CLAIMS MUST BE SIGNED**

Inventory Number For Articles Claimed	Name of Item	Location and Extent of Damages (If loss so indicate)	Date Purchased	Original Cost	Weight of Item	Amount Claimed	Home Office Use Only	
							Amount Paid	Adjusting Code
<u>#1</u>	<u>DRIVER (CASH)</u>	<u>BADLY BROKEN</u>	<u>11/94</u>	<u>\$1000</u>		<u>\$1000</u>		
		<u>DID NOT NOTICE BECAUSE</u>		<u>(PART OF SET COSY)</u>				
		<u>DRIVER PUT AGAINST WALL</u>		<u>\$3275</u>				
		<u>IN ROOM</u>		<u>RECEIVED 5/10/98</u>				
		<b>FURNISH COPIES OF ANY DOCUMENTS WHICH SHOW ANY LOSS OR DAMAGE</b>						
<u>2nd</u>	<u>COUCHES</u>	<u>AT THE TIME YOUR SHIPMENT WAS DELIVERED</u>				<u>\$1900</u>		
	<u>COUCHES</u>	<u>SCRAMLED</u>						
	<u>BOX SMASHED</u>	<u>PHOTOS AND CLOYS SENT WITH OTHER CLAIM</u>						
<u>3rd</u>	<u>CLOTHING OF COUCHES</u>		<u>7/14/98</u>	<u>\$359.48</u>				

The actual cash value of my shipment was \$75000QUALITY CONTROL (DRIVER DRIVER) PACKER DRIVER WHSE. DRIVERWere you satisfied with NATIONAL overall service? Yes ☐ No ☒ If NOT we would sincerely appreciate your comments so we can take action.PLEASE SEE LAST CLAIM FORMS.DRIVER WAS RESPONSIBLE, LAZY, AND RUDE.The undersigned makes a solemn oath to the truth of statements contained herein. For the purpose of obtaining settlement on the above claim, I hereby request \$ \$75000 which is to be considered as a full release and discharge from any and all claims and demands against the carrier, his agents, or insured of this shipment. ALL OUTSTANDING CHARGES MUST BE PAID BEFORE CLAIM SETTLEMENT CAN BE MADE.

NOTARIZATION NOT REQUIRED ON CLAIMS TOTALING LESS THAN \$200.00.

STATE OF TX (Area Code) (214) 786-9418 HOME # (214) 786-9418 WORK # (214) 786-9418COUNTY OF DALLAS (Signature of Claimant) CHAS. SOROKINSworn to before me this 12 day of 12 19 98

(Notary Public)

My Commission expires 12-12-98(City) DALLAS (State) TX (Zip Code) 75204



06/17/2002 11:24 FAX 2158294219

DELANY &amp; O'BRIEN

011

CLAIM TO NATIONAL  
EVAN S. SOTKIN B/C 111199

INVENTORY #	NAME	DAMAGE	DATE PURCH	COST	CURRENT
221	FRAMED PICTURE	LARGE GOUGE IN FLAME	~1980's	\$200	\$300
224	BOX SPRING	KNIFE CUT (UNWRAPPING?)	7/14/94	\$476 <sup>99</sup>	\$476 <sup>99</sup>
229	COASS TABLETOP	CHIPPED	1975	\$100	\$100
12	SEE 129 TO CUSTOM MADE PHOTO TABLE	LEG CRACKED	7/94	\$795	\$795
*	PACKING MATERIALS	NOT PROVIDED	<del>\$362<sup>00</sup></del> - 50% DISC		\$181 <sup>30</sup>
120	SEE 129 LAMP	DELETED	\$49		\$49
121	SEE 129 LAMP	DELETED/BROKEN	\$49		\$49

PLEASE SEE LETTER AND  
MORE DETAILED EXPLANATION

*Evan Sotkin MD*



06/17/2002 11:24 FAX 2158294219

DELANY &amp; O'BRIEN

012

PLEASE PRINT OR TYPE

NATIONAL  
INSURANCE

## STATEMENT OF CLAIM

BROADVIEW, ILLINOIS 60153-3771  
I. C. C. MC 43866IF YOU COMPLETE THE SHORT CLAIM FORM, IT WILL  
NOT BE NECESSARY TO COMPLETE THIS FORM.

ALL LOSS AND/OR DAMAGE MUST BE ON THIS FORM. NO ADDITIONAL CLAIM ACCEPTED.

MOVED FROM <b>EVAN SOROKIN MD</b> Name of Shipper or Consignee on Bill of Lading <b>1666 CARLOWHILL #309</b> Old Street Address <b>PHILADELPHIA PA 19130</b> City and State <b>N/A</b> Warehouse Name if Shipment Originated at Warehouse.	MOVED TO <b>2808 McKENNEY AVE #421</b> Name of Consignee <b>DALLAS, TX 75204</b> New Street Address <b>N/A</b> City and State <b>N/A</b> Warehouse Name if Delivered to Warehouse
--	---

IMPORTANT  
Was your shipment picked up from a storage facility? Yes ☐ No ☒  
Was your shipment delivered to a storage facility? Yes ☐ No ☒  
To expedite your claim, enter Bill of Lading No. shown on NATIONAL Bill of Lading **111199**  
Did driver deliver any items that do not belong to you? Yes ☐ No ☒ Please explain below  
To whom was claim first reported **NATIONAL VAN LINES** Date reported **8/13/98**  
Loading date at residence **6/9/98** Delivery date **6/17/98**  
If claim is for breakage or shortage to items packed in container, give following information concerning those specific containers:  
By whom packed **DRIVER** By whom unpacked **DRIVER'S HOUSE** Date unpacked **6/17/98**  
Was packing container of article claimed damaged in good condition? Yes ☐ No ☒ Please explain below  
Date damage was discovered **8/11/98** Was driver aware of damage or shortage? Yes ☐ No ☒ Explain below **DRIVER SHOWN COMPARTMENT BUT NOT ALLOWED**  
Date shortage was discovered **N/A** By whom discovered **EVAN SOROKIN**  
Did you carefully check items and condition of shipment against the inventory at the time of delivery before signing same? **DRIVER DID NOT GIVE TIME FOR CLAIM SECTION**  
IMPORTANT — GIVE COMPLETE INFORMATION IN ALL COLUMNS. (If Addl. Space is needed use separate sheet of paper.) **BE SIGNED**

Inventory Number For Articles Claimed	Name of Item	Location and Extent of Damages (If loss so indicate)	Date Purchased	Original Cost	Weight of Item	Amount Claimed	Home Office Use Only	
							Amount Paid	Adjusting Code
71	ALMOINE (CHELLY)	BACK BROKEN DID NOT NOTICE BECAUSE DRIVER PUT AGAINST WALL IN BACKSEAT FURNISH COPIES OF ANY DOCUMENTS WHICH SHOW ANY LOSS OR DAMAGE AT THE TIME YOUR SHIPMENT WAS DELIVERED.	11/94	\$1000		\$1000		
222	COMPUTER	COMPUTER SCREEN DAMAGED				\$1900		
		Box SMASHED - PHOTOS ALL GLO & SENT WITH OTHER CLAIM						
		CLEANING OF COUCHES	7/14/98	\$389.48				

The actual cash value of my shipment was \$ **225000**

QUALITY CONTROL (DRIVER) \_\_\_\_\_ PACKER \_\_\_\_\_ WHSE. \_\_\_\_\_

Were you satisfied with NATIONAL overall service? Yes ☐ No ☒ If NOT we would sincerely appreciate your comments so we can take action.

PLEASE SEE FIRST CLAIM FORMS

DRIVER WAS IRRESPONSIBLE, LATE, AND RUDE.

The undersigned makes a solemn oath to the truth of statements contained herein. For the purpose of obtaining settlement on the above claim, I hereby request \$ **225000** which is to be considered as a full release and discharge from any and all claims and demands against the carrier his agents, or anyone of the shipment. **ALL OUTSTANDING CHARGES MUST BE PAID BEFORE CLAIM SETTLEMENT CAN BE MADE.**

NOTARIZATION NOT REQUIRED ON CLAIMS TOTALING LESS THAN \$200.00.

**8/20/98** (Date)  
**(214) 3030911** (Area Code) (Phone No.)  
**(214) 7860488** (Area Code) (Phone No.)
STATE OF **Texas**COUNTY OF **Dallas**Sworn to before me this **20** day of **August** 19 **98**

(Signature of Claimant)

**5323 Larry Jones**  
 (Present Address)

06/17/2002 11:24 FAX 2158294219

DELANY &amp; O'BRIEN

013

## PLEASE PRINT OR TYPE



## STATEMENT OF CLAIM

BROADVIEW, ILLINOIS 60153-3771  
I. C. C. MC 42686IF YOU COMPLETE THE SHORT CLAIM FORM, IT WILL  
NOT BE NECESSARY TO COMPLETE THIS FORM.

ALL LOSS AND/OR DAMAGE MUST BE ON THIS FORM. NO ADDITIONAL CLAIM ACCEPTED.

MOVED FROM <u>Michelle Goldberg + Evan Sorock</u> Name of Shipper or Consignee or Bill of Lading <u>1666 Callowhill St, Apt 309</u> Old Street Address <u>Philadelphia, PA 19130</u> City and State Warehouse Name if Shipment Originated at Warehouse.	MOVED TO <u>Michelle Goldberg</u> Name of Consignee <u>2000 Seawall Blvd, Apt 532</u> New Street Address <u>Galveston, TX 77551</u> City and State Warehouse Name if Delivered to Warehouse.
--	---

## IMPORTANT

Was your shipment picked up from a storage facility? Yes ☐ No ☒

Was your shipment delivered to a storage facility? Yes ☐ No ☒

To expedite your claim, enter Bill of Lading No. shown on NATIONAL Bill of Lading 111199

Did driver deliver any items that do not belong to you? Yes ☐ No ☒ Please explain below.

To whom was claim first reported National Van Lines - Cust. Service Date reported 06-17-98

Loading date at residence 06-08/09-98 Delivery date 06-20-98 (guaranteed by)

If claim is for breakage or shortage of contents packed in container, give following information concerning those specific containers: completed at 3pm 6-19-98

By whom packed driver By whom unpacked driver Date unpacked 06-20-98

Was packing container of article claimed damaged in good condition? Yes ☐ No ☒ Please explain below: wrapped in blanket

Date damage was discovered 06-20-98 Was driver aware of damage or shortage? Yes ☐ No ☒ Explain below.

Date shortage was discovered \_\_\_\_\_ By whom discovered \_\_\_\_\_

Did you carefully check items and condition of shipment against the inventory at the time of delivery before signing same? yes

IMPORTANT — GIVE COMPLETE INFORMATION IN ALL COLUMNS. (If Addl. Space is needed use separate sheet of paper.) ALL CLAIMS MUST BE SIGNED

Inventory Number For Articles Claimed	Name of Item	Location and Extent of Damages (If loss so indicate)	Date Purchased	Original Cost	Weight of Item	Amount Claimed	Home Office Use Only	
							Amount Paid	Adjusting Code
71	ARMOIRE	scratches on front	8/90	\$799	?	\$799		
	CRACK	doors						
	SEE PHOTOS							
Additional COPIES OF ANY DOCUMENTS WHICH SHOW ANY LOSS OR DAMAGE								
Hotel for extra night belongings not delivered (6/19-2/20) = \$161.10								
Dinner, evening 6/19								
(SEE ADDITIONAL SHEETS)								

CLAIM #125  
PLU ROBERTA  
COUNCILS ATION  
CLV ANA

The actual cash value of my shipment was \$

QUALITY CONTROL (DRIVER Terry Cawley PACKER \_\_\_\_\_ WHSE. \_\_\_\_\_)

Were you satisfied with NATIONAL overall service? Yes ☐ No ☒ If NOT we would sincerely appreciate your comments so we can take action.

Delivery date & time changed several times, each with less than 24 hrs. notice. Pickup originally at 9:30-10:30 am did not begin until 4:30 pm. confusion between what was paid for according to estimate and that due at delivery. No boxes for bed at pickup.

The undersigned makes a solemn oath to the truth of statements contained herein. For the purpose of obtaining settlement on the above claim, I hereby request \$ SEE OTHER SHEETS and is to be considered as a full release and discharge from any and all claims and demands against the carrier, his agents, or insurer of this shipment.

NOTARIZATION NOT REQUIRED ON CLAIMS TOTALING LESS THAN \$200.00. 2198 409-741-2952 HOME #

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

7000 Seawall Blvd, #532

06/17/2002 11:25 FAX 2158294219

DELANY &amp; O'BRIEN

014

PLEASE PRINT OR TYPE



## STATEMENT OF CLAIM

BROADVIEW, ILLINOIS 60153-3771  
B.C.C. MC #2856IF YOU COMPLETE THE SHORT CLAIM FORM, IT WILL  
NOT BE NECESSARY TO COMPLETE THIS FORM.

ALL LOSS AND/OR DAMAGE MUST BE REPORTED TO US FROM NO ADDITIONAL CLAIM ACCEPTED. 214.303.0911

MOVED FROM <b>JEFFERSON</b> Name of Shipper or Consignee on Bill of Lading <b>EVAN SOROKIN</b> Old Street Address <b>1666 CALLOWHILL ST APT 309</b> City and State <b>PHILADELPHIA, PA 19130</b> Warehouse Name if Shipment Originated at Warehouse <b>N/A</b>	MOVED TO <b>EVAN SOROKIN</b> Name of Consignee <b>2808 MCKINNEY AVE APT 421</b> New Street Address <b>DALLAS TEXAS 75204</b> City and State <b>N/A</b> Warehouse Name if Delivered to Warehouse
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## IMPORTANT

Was your shipment picked up from a storage facility? Yes ☐ No ☒Was your shipment delivered to a storage facility? Yes ☐ No ☒To expedite your claim, enter Bill of Lading No. shown on NATIONAL Bill of Lading 111199Did driver deliver any items that do not belong to you? Yes ☐ No ☒ Please explain belowTo whom was claim first reported NATIONAL VAN LINES Date reported 6/18/98Loading date at residence 6/9/98Delivery date 6/17/98

If claim is for breakage or shortage to items packed in container, give following information concerning those specific containers:

By whom packed DRIVER By whom unpacked DRIVER'S MEN Date unpacked 6/17/98Was packing container of article claimed damaged in good condition? Yes ☐ No ☒ Please explain belowDate damage was discovered 6/17/98 Was driver aware of damage or loss? Yes ☒ No ☐ Explain belowDate shortage was discovered N/A By whom discoveredDid you carefully check items and condition of shipment against the inventory at the time of delivery before signing same? NO, DRIVER REFUSE

IMPORTANT - GIVE COMPLETE INFORMATION IN ALL COLUMNS (If Addl. Space is needed use separate sheet of paper)

Inventory Number For Articles Claimed	Name of Item	Location and Extent of Damages (If loss so indicate)	Date Purchased	Original Cost	Weight of Item	Amount Claimed	Amount Paid	Adjusting Code
162	ANTIQUE BUTCHER	BROKEN HANDLE	~1988	\$350	-	\$350		
122/24	COUCHES	HOLDS + SOILED	7/88/94	\$404		\$404		
124	COUCHES	SMASHED SIDE + SOILED	7/28/94	\$404		\$404		
127	CHAIR	FABRIC CRUSHED	1995	\$229		\$229		
123	ANTIQUE WOOD STAND	BROKEN TOP PIECES	1994	\$500		\$500		
222	MACINTOSH COMPUTER	BOX SMASHED - COMPUTER NEW 2005 BUT LOCK	1990	\$3200		\$3200		
223	SAW STEAM	BOX SMASHED - SAW LOCKED	1989	\$499		\$499		
221	ANTIQUE STAGS	CHIPPED + SCRAPED	1985	\$500		\$500		

The actual cash value of my shipment was \$ > \$25000QUALITY CONTROL (DRIVER UNPROFESSIONAL, PACKER INTOXICATED & WHSE. N/A)Were you satisfied with NATIONAL overall service? Yes ☐ No ☒ If NOT we would sincerely appreciate your comments so we can take action.SAYS AGENT GOOD THEN ALL OTHER SERVICE UNPROFESSIONALDRIVER RUDG, PACKER/MOVER UNPROFESSIONAL/INTOXICATED, CUSTOMER SERVICE UNABLE TO PROVIDE INFORMATION AS REQUESTEDThe undersigned makes a solemn oath to the truth of statements contained herein. For the purpose of obtaining settlement on the above claim, I hereby request \$ \$12,408.89 which is to be considered as a full release and discharge from any and all claims and demands against the carrier, his agents, or insurer of this shipment. ALL OUTSTANDING CHARGES MUST BE PAID BEFORE CLAIM SETTLEMENT CAN BE MADE.NOTARIZATION NOT REQUIRED ON CLAIMS TOTALING LESS THAN \$200.00. 7/11/98 214-303-0911 HOME #

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

(Notary Public)

(Present Address)

06/17/2002 11:26 FAX 2158294219

DELANY &amp; O'BRIEN

015

PLEASE PRINT OR TYPE

NATIONAL

## STATEMENT OF CLAIM

BROADVIEW, ILLINOIS 60153-3771  
I.C.C. MC #2866IF YOU COMPLETE THE SHORT CLAIM FORM, IT WILL  
NOT BE NECESSARY TO COMPLETE THIS FORM.

ALL LOSS AND/OR DAMAGE MUST BE ON THIS FORM WHO ADDITIONAL CLAIM ACCEPTED. 214.303.091

MOVED FROM <b>EVAN SOROKIN</b> Name of Shipper or Consignee on Bill of Lading <b>1666 CALLOWHILL ST APT 309</b> Old Street Address <b>PHILADELPHIA, PA 19130</b> City and State <b>N/A</b> Warehouse Name if Shipment Originated at Warehouse.	MOVED TO <b>EVAN SOROKIN</b> Name of Consignee <b>2808 MCKINNEY AVE APT 421</b> New Street Address <b>DALLAS TEXAS 75204</b> City and State <b>N/A</b> Warehouse Name if Delivered to Warehouse
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IMPORTANT  
Was your shipment picked up from a storage facility? Yes ☐ No ☒  
Was your shipment delivered to a storage facility? Yes ☐ No ☒  
To expedite your claim, enter Bill of Lading No. shown on NATIONAL Bill of Lading 111199  
Did driver deliver any items that do not belong to you? Yes ☐ No ☒ Please explain below  
To whom was claim first reported NATIONAL VAN LINES Date reported 6/18/98  
Loading date at residence 6/19/98 Delivery date 6/17/98  
If claim is for breakage or shortage to items packed in container, give following information concerning those specific containers:  
By whom packed DRIVER By whom unpacked DRIVER'S MEN Date unpacked 6/17/98  
Was packing container of article claimed damaged in good condition? Yes ☐ No ☒ Please explain below  
Date damage was discovered 6/17/98 Was driver aware of damage or loss? Yes ☒ No ☐ Explain below  
Date shortage was discovered N/A By whom discovered  
Did you carefully check items and condition of shipment against the inventory at the time of delivery before signing same? NO - DRIVER REFUSE TO SIGN

IMPORTANT - GIVE COMPLETE INFORMATION IN ALL COLUMNS: (If Addl. Space is needed use separate sheet of paper)

Inventory Number For Articles Claimed	Name of Item	Location and Extent of Damages (If loss so indicate)	Date Purchased	Original Cost	Weight of Item	Amount Claimed	Amount Paid	Adjusting Code
162	ARTICULAR RITCHER	BROKEN HANDLE	~1988	\$350	-	\$350		
122/124	COUCHES	HOLE & SOILED	7/85/94	\$404		\$404		
124	COUCHES	SLASHED SIDE & SOILED	7/29/94	\$404		\$404		
127	CHAIR	FABRIC CUSHION STAIN	1995	\$129		\$129		
123	ARTICULAR RITCHER STAND	BROKEN INTO PIECES	1994	\$500		\$500		
222	MACINTOSH COMPUTER	BOX SLASHED - COPIER	1990	\$3200		\$3200		
223	SAVY STEER	BOX SLASHED - COPIER	1989	\$499		\$499		
221	ARTICULAR RITCHER	CHIPPED & SOILED	1995	\$500		\$500		

The actual cash value of my shipment was \$25000  
QUALITY CONTROL (DRIVER UNPAC PACKER UNPAC) WHSE. N/A  
Were you satisfied with NATIONAL overall service? Yes ☐ No ☒ If NOT we would sincerely appreciate your comments so we can take action.  
SALES AGENT GOOD THEN ALL OTHER SERVICE UNPAC  
DRIVER, PACKER, UNPAC  
CUSTOMER SERVICE UNABLE TO PROVIDE INFORMATION AS REQUESTED

The undersigned makes a solemn oath to the truth of statements contained herein. For the purpose of obtaining settlement on the above claim, I hereby request \$ 12,408.59 which is to be considered as a full release and discharge from any and all claims and demands against the carrier, his agents, or insurer of this shipment. ALL OUTSTANDING CHARGES MUST BE PAID BEFORE CLAIM SETTLEMENT CAN BE MADE.

NOTARIZATION NOT REQUIRED ON CLAIMS TOTALING LESS THAN \$200.00. 7/11/98 214.303.091 HOME =  
(Date) (Area Code) (Phone No.)  
STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_  
Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_  
(Notary Public) (Present Address)



06/17/2002 11:26 FAX 2158294219

DELANY &amp; O'BRIEN

016

PLEASE PRINT OR TYPE



## STATEMENT OF CLAIM

BROADVIEW, ILLINOIS 60153-3771  
I. C. C. MC #2866IF YOU COMPLETE THE SHORT CLAIM FORM, IT WILL  
NOT BE NECESSARY TO COMPLETE THIS FORM.

ALL LOSS AND/OR DAMAGE MUST BE ON THIS FORM. NO ADDITIONAL CLAIM ACCEPTED.

MOVED FROM	<u>Michelle Goldberg + Evan Soto</u>	MOVED TO	<u>Michelle Goldberg</u>
Name of Shipper or Consignee or Bill of Lading	<u>1666 Carroll Hill ST, Apt 309</u>	Name of Consignee	<u>2000 Seawall Blvd, Apt 532</u>
Old Street Address	<u>Philadelphia, PA 19130</u>	New Street Address	<u>Galveston, TX 77551</u>
City and State		City and State	
Warehouse Name if Shipment Originated at Warehouse		Warehouse Name if Delivered to Warehouse	

## IMPORTANT

Was your shipment picked up from a storage facility? Yes ☐ No ☒Was your shipment delivered to a storage facility? Yes ☐ No ☒To expedite your claim, enter Bill of Lading No. shown on NATIONAL Bill of Lading 111199Did driver deliver any items that do not belong to you? Yes ☐ No ☒ Please explain belowTo whom was claim first reported National Van Lines - Cust. Service Date reported 06-17-98Loading date at residence 06-08-98Delivery date 06-20-98 (guaranteed by 6-19-98)

If claim is for breakage or shortage to contents packed in container, give following information concerning those specific containers:

By whom packed driver By whom unpacked driver Date unpacked 06-20-98Was packing container of article claimed damaged in good condition? Yes ☐ No ☒ Please explain below wrapped in blanketDate damage was discovered 06-20-98 Was driver aware of damage or shortage? Yes ☐ No ☒ Explain below

Date shortage was discovered \_\_\_\_\_ By whom discovered \_\_\_\_\_

Did you carefully check items and condition of shipment against the inventory at the time of delivery before signing same? yes

IMPORTANT — GIVE COMPLETE INFORMATION IN ALL COLUMNS. (If Addl. Space is needed use separate sheet of paper.) ALL CLAIMS MUST BE SIGNED

Inventory Number For Articles Claimed	Name of Item	Location and Extent of Damages (If loss so indicate)	Date Purchased	Original Cost	Weight of Item	Amount Claimed	Home Office Use Only	
							Amount Paid	Adjusting Code
71	armoire	scratches on front CRACK doors SEE PHOTOS	8/90	\$799	2	\$799		
Additional copies of any documents which show any loss or damage								
Hotel for extra night belongings not delivered (6/19-6/20) = \$161.60								
Dinner, evening 6/19								
(SEE ADDITIONAL SHEETS)								

The actual cash value of my shipment was \$

QUALITY CONTROL (DRIVER Terry Clark) PACKER \_\_\_\_\_ WHESE \_\_\_\_\_Were you satisfied with NATIONAL overall service? Yes ☐ No ☒ If NOT we would sincerely appreciate your comments so we can take action

Delivery date & time changed several times, each with less than 24 hrs. notice. Pickup originally at 9:30-10:30 am did not begin until 4:30 pm. confusion between what was paid for according to estimate and that due at delivery. No boxes for bed at pickup.

The undersigned makes a solemn oath to the truth of statements contained herein. For the purpose of obtaining settlement on the above claim, I hereby request \$ SEE ADDITIONAL SHEETS to be considered as a full release and discharge from any and all claims and demands against the carrier, its agents, or insurer of this shipment.

NOTARIZATION NOT REQUIRED ON CLAIMS TOTALING LESS THAN \$200.00.

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

DATE 6/17/98 (Date)  
 409-741-2352 HOME #  
 409-942-6931 WORK #

2000 Seawall Blvd. #532

Exhibit B

**FOX, ROTHSCHILD, O'BRIEN & FRANKEL, LLP**

**BY:** JOSHUA HORN, ESQUIRE; MICHAEL P. MALLOY, ESQUIRE  
IDENTIFICATION NOS. 71799; 88787  
2000 MARKET STREET, TENTH FLOOR  
PHILADELPHIA, PA 19103-3291  
(215) 299-2000

ATTORNEYS FOR DEFENDANTS

EVAN S. SOROKIN,

Plaintiff,

v.

NATIONAL VAN LINES, INC. AND  
LNJ NATIONAL MOVERS,

Defendants.

: COMMONWEALTH OF PENNSYLVANIA  
: COUNTY OF PHILADELPHIA  
: PHILADELPHIA MUNICIPAL COURT

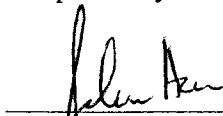
: Docket No. SC-02-05-29-3112

**NOTICE OF FILING**  
**NOTICE OF REMOVAL**

PLEASE TAKE NOTICE, that on July 3, 2002 defendants, National Van Lines, Inc. and LNJ National Movers have removed this action to the United States District Court for the Eastern District of Pennsylvania by filing a notice of removal in the office of the Clerk of the United States District Court for the Eastern District of Pennsylvania. A copy of the notice of removal is attached hereto as Exhibit "A".

PLEASE TAKE FURTHER NOTICE that, by filing the notice of removal, and by filing this notice in this Court, accompanied by the federal notice of removal, the above-captioned action has been removed to the United States District Court for the Eastern District of Pennsylvania pursuant to 28 U.S.C. §§ 1441 and 1446 and this Court should discontinue any further proceedings.

Respectfully submitted,



---

Joshua Horn, Esquire;  
I.D. No. 71799  
FOX, ROTHSCHILD, O'BRIEN & FRANKEL, LLP  
2000 Market Street, Tenth Floor  
Philadelphia, PA 19103-3291  
(215) 299-2000

Attorneys for Defendants  
National Van Lines, Inc. and LNJ National Movers

Dated: July 3, 2002



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EVAN S. SOROKIN,

Plaintiff,

v.

NATIONAL VAN LINES, INC. AND  
LNJ NATIONAL MOVERS,

Defendants.

---

:  
:  
: COMMONWEALTH OF PENNSYLVANIA  
: COUNTY OF PHILADELPHIA  
: PHILADELPHIA MUNICIPAL COURT  
:

: Docket No. SC-02-05-29-3112  
:  
:  
:  
:  
:  
:  
:

CERTIFICATE OF SERVICE

I, Michael P. Malloy, Esquire, hereby certify that on this date I served a copy of the notice of filing of notice of removal upon the following via first class mail, as follows:

Michael D. Shaffer, Esquire  
325 Chestnut Street, Suite 1212  
Philadelphia, PA 19106

Attorney for Plaintiff  
Evan Sorokin

  
MICHAEL P. MALLOY

Dated: July 3, 2002

IN THE UNITED STATES DISTRICT COURT FOR  
THE EASTERN DISTRICT OF PENNSYLVANIA

EVAN S. SOROKIN,

Plaintiff,

v.

NATIONAL VAN LINES, INC. AND  
LNJ NATIONAL MOVERS,

Defendants.

NO.

**FILED JUL 3 2002**

CERTIFICATE OF SERVICE

I, Michael P. Malloy, Esquire, hereby certify that on this date I served a copy of the notice of removal upon the following via first class mail, as follows:

Michael D. Shaffer, Esquire  
325 Chestnut Street, Suite 1212  
Philadelphia, PA 19106

Attorney for Plaintiff  
Evan Sorokin



MICHAEL P. MALLOY

Dated: July 3, 2002